88-765

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

Supreme Court, U.S.
FILED
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JOSEPH F. SPANIOL, JR.
CLERK

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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APPENDIX II I (Supplemental) PART D

Laurence A. Elgin *
John D. HEMENWAY
4816 Rodman St., N.W.
Washington, D.C. 20016

*Counsel of Record

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(Supplemental) APPENDIX III

PART D

THE ORIGINAL COMPLAINT WITH WHICH THE AFFIDAVIT WAS INCORPORATED IN THE United States District Court for the Eastern District of Virginia, Alexandria Division.

HOAI v. VO, et al., CA 87-0294

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COUNT III-RICO, THE EXTORTION OF THE GAS STATION BUSINESS

57) [paragraphs 57 and 58 repeat in the original] The plaintiff incorporates herein by reference and repeats the allegations of paragraphs 1) through 56) above.

58) On or about the 28th of March, 1986, plaintiff pressed defendants MINH and LUU about signing a lease on the food store as they had fraudulently promised. Plaintiff stated to MINH and LUU that he had a problem in that he now had to spend all of his time with the gas station as the opening of it approached. Plaintiff stated that he would have no time, once the lease was signed, to go around to the Arlington County offices and other places to see about the business license and other matters that had been held up pending the signing of the lease so that plaintiff could show he had a leasehold establishing the business as belonging to

him and his wife. Plaintiff told MINH and LUU that he must therefore have the lease as soon as possible. To make his point the plaintiff showed the defendants MINH and LUU the receipt from lErine Peele, the area manager of Sunoco, for the two deposits totalling seven thousand dollars ($7,000.) which he had received on the 21st. The defendants MINH and LUU now knew that plaintiff was obligated to go ahead with the gas station but that his capital from his mother-in-law was tied up in the inventory of the food market.

59) The promises of the defendants MINH and LUU to dothe promised lease and sign it within a few days were a further fraud and deceit. They had no intention then or ever of actually drawing up and signing such a lease, or even of signing one that someone else had drawn up.

60) Their intention was to compel the plaintiff and his wife of to tie up more

and more of the capital made available to them by the plaintiff's mother-in-law in the food store inventory so that the capital would not be available to plaintiff in order that the other defendants, in conspiracy with these two defendants, might extort the gas station from plaintiff and to simultaneously force the plaintiff and his wife to continue to convert as much of their available capital into food inventory for the store as possible without plaintiff and his wife having any written documentation protecting the constructive and de facto ownership which plaintiff and his wife were building up in the business. THACH and VO cooperated and conspired with MINH and LUU to make the position of plaintiff as vulnerable as possible in this regard and increase the inventory in value so as to have more to seize in the robbery and extortion of he inventory and the food

store business that the defendants were planning.

61) Defendants MINH and LUU on this and many other occasions told the plaintiff that they understood his problem and begged him "just a few more days" and they would get the lease for him. They made up fraudulent excuses on each occasion.

62) The continuing promises of the defendants MINH and LUU to sign the agreed upon lease were a continually repeated fraud. They had no intention then or ever of actually drawing up and signing such a lease, or even of signing one that someone else had drawn up.

63) Their intention was to commpel the plaintiff and his wife to tie up more and more of the capital made available to them by plaintiff's mother-in-law in the food store inventory so that the capital would not be available to the plaintiff in order that the other defendants, in conspiracy

with these two defendants, might extort the gas station from plaintiff and to simultaneously force the plaintiff and his wife to convert as much of their available capital into food inventory for the store as possible without there being any protection for ownership of the business which plaintiff and his wife had built up nor the extensive inventory which plaintiff and his wife had invested in.

64) All this was done also so that the defendants would have more inventory in the store and more good will built up which they might rob, defraud and extort from plaintiff.

65) Another fraud, using the telephone, was practiced upon plaintiff by MINH, LUU and THACH, also designed to make sure that plaintiff's available capital got tied up in the inventory of the food store so that defendants could rob it from him. In March when the defendants MINH and LUU

were trying to induce plaintiff and his wifeto go into the food store venture, the plaintiff and his wife pointed out that they could not pay the twenty thousand dollars to buy the business and, even if they could, they could not use plaintiff's gas station capital to buy the fresh inventory that was needed. When plaintiff and his wife made it clear that they could not go into the food store forthis reason these three defendants defrauded the plaintiff and his wife into going into the business by misrepresenting that defendant THACH, the phony "banker," would arrange a loan for the plaintiff which the defendants MINH and LUU, whohad a six million dollar line of credit from THACH's "bank," would co-sign. This was an outrageous fraud designed to induce plaintiff to rely upon it to his harm which he did.

66) The defendant VO sought, by trick

and subterfuge, and ultimately by threats of bodily harm and economic harm, to separate the plaintiff from the indicia of ownership of what defendants perceived to be the plaintiff's gas station business and the same all constituted badges of fraud.

67) From the time that the defendants MINH and LUU came to the house of the plaintiff and began to talk to the plaintiff and his wife about purchasing the Mekong Center food store and talking to them on the phone about it, from that time on, the plaintiff and the defendants MINH and LUU began to talk to each other with increasing frequency on the telephone, calling each other often to discuss the business of the plaintiff in getting the Sunoco dealership and franchise and then the food market, or the business of the defendants MINH and LUU in developing their Philadelphia project.

Plaintiff would talk to the defendants MINH and LUU at least 3 or 4 times a week. Frequently, during this period, the defendants MINH and LUU would call the plaintiff at home or at work and frequently, the plaintiff would call defendants MINH and LUU at their home, which they also used for the conducting of their business, as they had no separate office. The majority of the many frauds described in the accompanying afffidavit as being perpetrated by MINH and LUU were executed in whole or in part in these phone calls.

68) Beginning in the first days of April, almost every evening that the plaintiff called the house of defendants MINH and LUU, the defendant THACH would be at the house of MINH and LUU also.

69) After the evening on or about March 18, 1986, that plaintiff ate dinner at the house of the defendant THACH, plaintiff

did also frequently call or was called by the defendant THACH. The defendant THACH asked plaintiff not to call him, THACH, at the McLean Bank which he was ostensibly president and owner of, because he said it would not look right for him, THACH, as the owner and president of a bank, to be seen talking to the Vietnamese people because people would wonder why he was helping other Vietnamese instead of Americans. These phone calls to and from the defendant THACH were instrumental in many of the frauds perpetrated upon plaintiff as set out in the accompanying affidavit as particularly described herein.

70) Beginning in early April also, particularly early in the evening, plaintiff would call the house of defendant THACH and THACH would be there with the defendants MINH and LUU.

71) Beginning just a few days into

April, when plaintiff would call the house of defendants MINH and LUU or THACH, the defendant VO would be there as well.

72) From early April on the defendants MINH, LUU, THACH and VO began to go places together with increasing frequency.

73) On or about April 10, 1986, the day on which the station was formally opened under plaintiff's management, the defendant VO robbed plaintiff of the checking account and checking account documents of the station as part of the pattern of racketeering activity described herein.

74) Defendant VO caused trouble between plaintiff and Sunoco from April 10 until he finally drove plaintiff out of the station in May with threats of force and physical violence in May with the cooperation of the defendants COWBOYS and the other defendatnts herein. His intent was to interfere with the contract,

business relationship and business opportunity between plaintiff and Sunoco as part of his plan to take over the business of the gas station by fraud and extortion, as his subsequent behavior showed and to that end to rob plaintiff of his valuable business relationships with Sunoco and its personnel.

75) The defendant VO interfered with the contracts between plaintiff and the mechanics hired by plaintiff and robbed plaintiff of the value of their services by bringing in only individuals who were under his control and loyal to him for various reasons so that he might, with his co-conspirators, more easily extort the station from the plaintiff when the time came to reveal his true intentions and engage in threats of harm and physical violence and death to the plaintiff and his family. At the time, however, the plaintiff, unsuspecting, relied upon this

misrepresentation to his harm and detriment.

76) Late in the morning on the 24th of April, 1986, the plaintiff received a telephone call at the gas station from John Pendergast in Philadelphia, Pennsylvania, the head of credit for Sunoco, who asked the plaintiff how things were going with the gas station. Plaintiff replied that everything was going perfect and John Pendergast then asked the plaintiff how come the plaintiff had bounced a check to Sunoco for over seven thousand dollars ($7,000.) for the gasoline that had been delivered back when the station opened on the 10th of April. This check was deliberately allowed to bounce by the defendants THACH and VO in order to harm the plaintiff's relationship with Sunoco and rob him of his good name and business reputation and interfere with his contracts with Sunoco.

77) On the morning of April 26, 1986, the defendant VO was at the gas station about 7:30 AM when the plaintiff arrived for work. Plaintiff asked the defendant VO where he had been. The defendant VO said that he had been up in West Virginia to see his father to ask him for the money he had promised the plaintiff but that his father had said that he wouldn't give him the money because his name wasn't on the lease for the station. His father had said, he reported to plaintiff, that he, the defendant VO, hadn't done well in the construction business and therefore he wasn't going to give him money for the gas station unless his name was on the lease. This was fraud and deceit just as much as the story it replaced about the defendant's having the money himself. The father of defendant VO had not made any such representations. This was merely designed to set plaintiff up for the

extortion that was soon to follow.

78) Plaintiff asked the defendant VO why he had told him before that he, VO, had the money and not that his father had the money and might not give it to him. "you told me many times, I asked you many times, that you had a hundred thousand dollars ($100,000.) on hand," the plaintiff told him.

79) Plaintiff then asked the defendant VO what he was going to do about the bounced check to Sunoco.

80) The defendant VO replied that the plaintiff shouldn't worry about it,now, he, the defendant VO, had the money in the bank to cover the check, the check was good. Just tell Sunoco to put the check through again, he said. Plaintiff told him no, that he could not do that, Sunoco wouldn't let him. You go get a certified check today, he said to the defendant VO, since you have the money in the bank; I

must send it to Philadelphia right away. The defendant VO told the plaintiff to take it easy, that the bank had made a mistake, taht the bank would send a letter to Sunoco explaining it.

81) It was after this part of the conversation that the plaintiff told the defendant VO that he wanted him and the defendant THACH out of his gas station, that he would pay the defendant VO and the defendant THACH every last penny that they had actually put in the gas station. (At this time plaintiff had in the gas station a log book which he and the defendant VO had compiled every day in which they entered the receipts from the previous 24 hours when the added them up in the morning, so he knew how much had been generated by the station itself. Later this book was taken by the defendants after they extorted the station from the plaintiff.)

82) To this the defendant VO replied: It is not so easy as you think, Mr. Hoai, I will go see my brother.

83) In response the plaintiff asked: "Who is your brother?" The defendant VO replied that the defendant THACH was is brother. Defendant VO then left the station.

84) When the plaintiff had visited and eaten at the house of the defendant THACH from the 18th of March on, there was usually a bodyguard of THACH's there, trained in the martial arts, named DI. There were also other men around always some of whom lived there, said to be cousins and other relations.

85) About noontime that same day the defendant VO returned to the station along with the defendant THACH. The defendant VO was in his Chevy van. The defendant THACH was driving a separate 1986 Ford van conversion and with him in it the

manGiang, who was one of the ones who lived in defendant THACH's house.

86) The plaintiff was standing by tge gas pumps. The defendant THACH walked up to him, along with the defendant VO, and said "What's going on ? I heard VO tell me that you want the station back." The plaintiff replied: "That's right, I want to get my station back."

87) Defendant THACH said: "We can figure that out for you now. First, if you want to get the station back, you have to have two hundred and forty thousand dollars. ($240,000.). Plaintiff responded, "What two hundred and forty thousand dollars, are you kidding me ?" Defendant THACH then said to the plaintiff that defendant VO had put about one hundred and forty thousand dollars in inventory in the station, to which the plaintiff replied: "What hundred and forty thousand dollars in inventory ? You give a bad check for

seven thousand dollars and you talk about a hundred and forty thousand dollars in inventory."

88) The defendant THACH then said that the plaintiff would have to reimburse for VO and pay VO everything, that VO had paid over one hundred thousand dollars ($100,000.) to relocate employees to the station from Pennsylvania, from Texas, from New York, to move them and pay to rent homes for them and other expenses and that VO's accountant had everything and he would make a record of it. Plaintiff replied that it was none of his concern, that he had no agreement to hire any of those people and had never authorized anyone to hire them.

89) By this time plaintiff, defendant VO and defendant THACH were in the office of the station. The man Giang was in the van. A number of the men of VO and THACH who they were now using as [sic] the

attempt to try and extort the one hundred thousand dollars ($100,000.), men loyal to Vo and THACH, were in the garage of the station.

90) Thach said to the plaintiff: "Why you say you give the station to VO and now you lie to us ? We will kill you. "Vo," he said, "was a pilot-major in the air force: he knows how to take care of people like you. You lie to us, we will kill you."

91) This was the beginning of the extortion, which was then kept up increasingly, with more and more threats of violence, until May 16, 1986, when the plaintiff reluctantly gave in to the threats of violence and stopped going to the gas station.

92) Throughout these threats of violence, from April 28 or so until May 16, there were defendant COWBOYS at the gas station when plaintiff went there.

93) Later that afternoon, plaintiff was called on the telephone by the defendant THACH, who said that he was calling from the office of the lawyer ARIF, (the defendant ARIF.) The defendant THACH said he wanted plaintiff to come to the office of the lawyer defendant ARIF and sign the note for the money that the plaintiff owed to "us," referring to the defendants THACH and VO.

(a) The Defendant Arif

94) About 6 O'clock or so that evening plaintiff went to the law offices of the defendant ARIF at the firm of Busman and Busman on Braddock Road in Fairfax County, Virginia.

95) Plaintiff had been to these offices before and had dealt with defendant ARIF before and had noticed that the defendant ARIF acted in a pattern of tricking people, of double and even greater representation, and conflict of interest.

96) On one occasion in March when the plaintiff visited the offices of defendant ARIF with defendants MINH and LUU, the plaitniff observed double representation, conflict of interest and attempts at trickery and deceit by the defendant ARIF that led him to believe that he should not trust the defendant ARIF.

97) On this occasion the plaintiff refused to shake hands with the defendant ARIF. When the plaintiff had done this, the defendant THACH said tot he plaintiff, speaking all this time in English and not Vietnamese, that now we will straighten it out about the gas station. We will work together to locate the money to put in the gas station. Vo has no money the defendant THACH explained but if the plaintiff would sign a contract selling the gas station "business" to the defendant VO for one dollar, then he, the defendant THACH would go to "his" bank

(meaning the McLean Bank which he had previously held himself out as the owner of,) and get the money the gas station neededd, maybe two, three, four hundred thousand dollars ($200,000.; $300,000.; $400,000.).

98) Plaintiff replied to this by asking to see the contract. The contract was handed to plaintiff by the defendant ARIF who had it on his desk and who had prepared it in the version thus presented. It was drawn on the stationery of the defednant ARIF and, as with an earlier fraudulent note for MINH and LUU that plaintiff had seen him present, had been prepared by the defendant ARIF in several copies. Defendant ARIF gave a copy each to the defendants VO and THACH, himself and the plaintiff.

99) Plaintiff saw the contract was a proposal for him to sell the "business" of the gas station including his lease with

Sunoco, his franchise with Sunoco, all his statements to and agreements with Sunoco, his receipts from Sunoco, his insurance certificate, his sales tax exemption certificate, his UCC financing statement, in short all of the documents of his ownership in the franchise and lease, all for one dollar. Plaintiff, though not a lawyer, knew that this was a) an attempt at an unconscionable bargain and extortion and robbery following the threats of death against him, and b) that he could not sell all of these documents that were in his name without the permission of Sunoco and other the parties who had given them to him.

100) Plaintiff said, after reading the proposed contract to sell his business for one dollar: "I'm not going to sign it." Plaintiff also informed these defendants at that time that without defendant Sunoco's permission he could not sign such

an agreement in any case.

101) At this time the defendant ARIF said that, yes, he had read the Sunoco franchise agreement, and that was right, that the plaintiff could not sign such an agreement without the permission of the defendant Sunoco. Nonetheless he participated on this occasion and continued to participate thereafter in the continuing attempt to rob, defraud and extort the plaintiff in a pattern of racketeering activity.

102) When the defendants VO and THACH heard this, they said that it was just between the parties present and Sunoco did not need to know about it.

103) The plaintiff said: "Well I cannot sign this." And he left.

104) On the next day, the 27th, the defendant VO called plaintiff on the telephone, saying that the defendant THACH wanted to see them both. The plaintiff

asked sharply: "See me for what ?" The defendant VO said he (the defendant THACH) wants to help us to have some kind of money. The plaintiff replied that well, for the money he would come. Defendant VO then told the plaintiff that the defendant THACH wanted to meet them both at his house that night.

105) The plaintiff said: "If he (the defendant THACH) has some kind of money, I come." The conversation ended.

106) That afternoon early, just after lunchtime, the defendant THACH called the plaintiff at the Mekong Center. The defendant THACH when he called on this occasion was very apologetic to the plaintiff and he particularly apologized for the way he had acted with the defendant VO toward the plaintiff the previous day. "We are the brothers," he said, "Why we hurt each other ?" The defendant THACH then said: "I want to

invite you and VO to come to my house this evening to eat dinner with us. I want to help both of you to have some kind of money." (translation into English). The plaintiff said: "What kind of money you talking about." (translation). The defendant THACH then said that he was talking about money to help you and the defendant VO for the gas station. The plaintiff then told the defendant THACH that he would come that evening about 10 or 10:30 O'clock PM. The plaintiff called his wife at this time and she was afraid and warned him not to go to the meeting because she was afraid since the plaintiff had told her about the death threats of two days before. Plaintiff decided to go anyway.

107) That evening plaintiff went to the home of the defendant THACH in Springfield, Virginia, at the above address. When he arrived there the

defendants THACH and VO were there along with DI, the defendant THACH's bodyguard, the man GIANG who had been at the gas station two days before when they threatened him with death and another man whom plaintiff did not know but who was introduced to plaintiff at this time as the brother of the Four Star General Khiem. This last man introduced himself to the plaintiff very cordially.

108) Immediately after the cordial introduction with the man who was introduced as the brother of Four Star General Khiem, the parties sat at the dining room table. The defendant THACH produced a copy of the same contract which they had produced at the office of the defendant ARIF the day before. At this time the contract was still on the letterhead and stationery of the defendant ARIF.

109) At his time the defendant THACH

started talking about how he, the defendant THACH was "strong" and the defendant VO was strong and how the plaintiff was also "strong" and how all we "strong" Vietnamese need to work together and everybody will be strong. The defendant THACH stated that there was no reason why only the Italian mafia should be strong but that the Vietnamese should be strong also and that there was no reason why the plaintiff should not join in with them and they could all make money together.

110) The defendant THACH explained to the plaintiff that since he, the defendant THACH, was president of the bank, the plaintiff could not get the money for the gas station out of the bank or from anywhere else without his, the defendant THACH's, approval and help. Thisis the opportunity to get the money out, the defendant explained to the plaintiff and

he demanded to know why the plaintiff was holding up the opportunity.

111) At this time the plaintiff told the defendant THACH in front of the others: "I told you yesterday that I will not sign the contract. Sunoco will not allow me to sign the contract." The defendant THACH at this time told a fraudulent tale of woe about the defendant VO who was sitting there but who said almost nothing during the exchange of words that followed. The defendant THACH said to the plaintiff in front of the others at this time: "Why do you lie to us Mr. Hoai, you promised to gie the station to VO as a gift." (this whole conversation was in Vietnamese) To this the plaintiff replied in disbelief: "What gift ? I am not crazy to give away a hundred and thirty-nine thousand dollar ($139,000.) gas station free."

112) The defendant THACH said: "You lie to us, uyou lie to us, motherfucker." The

defendant THACH accused the plaintiff of "destroying the family of [the defendant] VO" by lying and not giving the gas station to the defendant VO. This tactic was so ludicrous it almost made the plaintiff laugh even though he was scared. The plaintiff said that the defendant VO's home life was his concern and that he had nothing to do with any divorce between VO and his wife. They put the money in, the defendant THACH replied, and now you not give them the gas station. The plaintiff replied that he did not know about any putting the money in, all he knew was that defendant VO had agreed to loan him thirty-five thousand dollars ($35,000.) out of one hundred thousand dollars ($100,000.) which the defendant VO had insisted many times that he had on hand.

113) To this the defendant THACH again said: "you lie to us." He told the plaintiff "We have enough money to burn

your life. (translation into English) Fuck you." The plaintiff replied: "Well, go ahead." The defendant THACH said: "It won't be on my hands. You could have an accident. I do not need to use my own hand to kill you at any time. Someone will do that for me. If we kill you we have many different ways. the law cannot get anything on us." The plaintiff said: "Go ahead." And he got up and left. No one said a thing. No one rose. All sat and laughed hysterically as he let himself out the door. During the entire conversation the defendant VO sat there with a funny smile on his face, agreeing and smiling and grinning at everything the defendant THACH said. From the beginning of this encounter the defendant THACH had been plying everyone with expensive drinks such as V O whiskey, Hennessy Cognac and other expensive brands.

114) Previously, on one of the

plaintiff's visits to the house of the defendant THACH one evening, before the plaintiff was notified by John Pendergast that the check to Sunoco for gasoline had been returned, about the same time that the defendant THACH informed the plaintiff that the defendants MINH and LUU had instructed him not to get loan application for the plaintiff for the Mekong Center food store loan, the defendant THACH had told plaintiff, which plaintiff didn't quite understand at the time about how "strong" a person he, the defendant THACH, was and about how he knew how to handle the people and get his way, and about how he had held a gun to the head of Tuyen Giang, the owner-editor of the Vietnames language advertising newspaper, the Vietnamese Washington Post and how that gentleman had gotten down on his knees and begged for his life.

115) The next day the plaintiff went to

the Mekong Center food store with his wife. About 11:30 AM the defendants VO and THACH came to the food store. THACH and VO approached, all smiles, and the defendant THACH said they wanted to invite the plaitniff upstairs to eat with them.

116) Plaintiff went upstairs to the restaurant of the Mekong Center and sat down with the two defendants. At this time the defendants THACH and VO executed another fraud and deceit upon plaintiff upon which he relied to his detriment. They proposed a plan whereby they would help the the plaintiff and his wife get the lease for the food store that defendants MINH and LUU had promised plaintiff and his wife. They never meant to help plaintiff but only to entangle him further, which they did by deceiving him, through further representations over the telephone, and more deceit, into signing a thirty thousand dollar note, extorting

from him the "one dollar contract" for the gas station and "giving him" a fifteen thousand dollar certified check which they then deceived him by a combination of fraud and overhanging threats of violence into signing over immediately to the defendants MINH and LUU with whom THACH and VO had been in conspiracy all along, as three quarters of the "purchase price" for the Mekong Center food store.

117) By the time the plaintiff and the defendants THACH and VO were finished eating plaintiff noticed for the first time that there were unusual numbers of the defendant "cowboys" in the restaurant that day, 4 or 5 tables full, whereas on most days[line missing, apparently dropped by computer in transitioning from one page to the next in original] many cowboys in the restaurant that there was no one else other than the defendants THACH and VO and the 4 or 5 tables of the defendant

"cowboys." These "cowboys" are young male ethnic Vietnamese ranging in age, who hang around, and are used by the defrauders and extorters of the Vietnamese community, such as defendants THACH, VO, MINH and LUU, as their "street muscle" in their pattern of racketeering activity. Some of these cowboys, such as the man Hai Den, were known to the plaintiff because of their propensity and reputation for intimidating people and beating them up and he knew of their reputation for violence andfor roughing people up and strong-arming them.

118) At this time the defendant THACH aid, as he looked out at the cowboys whom the plaintiff was obviously noticing: "Let me show you how I know people," he said, "I can get them to do what I want. These 'cowboys' have killed many people; they can do with them whatever they want. If you need to kill someone, just tell me and

they will kill them." The plaintiff replied that he did not need to kill anyone, he had not done anything. Defendant THACH then said: "Later on, you never know." Then the defendant THACH made a big point of going, in front of the plaintiff, and shaking hands and exchanging friendly greeetings with many of the "cowboys" who were sitting at the tables.

119) The next day the plaintiff and his wife were told by the defendants THACH and VO that defendants MINH and LUU would sign the promised lease for the plaintiff andhis wife if the plaintiff and his wife paid defendants MINH and LUU fifteen thousand dollars ($15,000.) to pay off a bounced check which the latter had given to the American Service Center for their Mercedes. This was simply another fraud and le to an alternating pattern of fraud and threats of violence as set out in the

attached affidavit. It was as a result of this pattern of wire fraud and extortion and threats of violence that plaintiff was induced ultimately to enter the exortionate credit transaction whereby he was tricked into signing a thirty-thousand dollar note for which the only thing he received was a fifteen thousand dollar certified check which he was defrauded into handing over to MINH and LUUwho still did not give him the fraudulently promised lease.

120) It was also in this part of the pattern of racketeering activity engaged in by the defendants that plaintiff was extorted and defrauded into signing the illegal contract whereby he was supposed to be selling the gas station business to VO for one dollar. The details of these further threats of violence and the fraud involved and exactly how they led to the interweaving of the defrauding and

extortion of both businesses by the defendants and the exposure of the fledgling organized criminal entity that had grown up among the defendants is told in the allegations of the attached affidavit.

121) After the threats against the plaintiff's life were made to plaintiff as the gas station on the 26th of April as alleged above, the plaintiff noticed a definite change in the way he was treated by the personnel manning the gas station, all of whom by that time were the individuals brought in by the defendants VO and THACH. On all but a few of the days from the 26th of April up through the next several weeks. plaintiff went to the station but it became clear to him that the employees had been instructed not to do anything he asked them to do or talk to him because they did in fact refuse to do anything he said and refused to talk to

him except for few noncommital monosyllabic responses. The defendant VO had taken over his chair and desk in a way that all would notice and very visibly was supplanting plaintiff as if he, VO, were the plaintiff and the legal lessee and franchisee of the station.

122) Plaintiff signed the "one dollar contract" under extreme duress and threats of physical violence to himself and his family. It was robbery and extortion in the most literal meaning of those terms and it was coupled with a large number of additional frauds.

123) From May 3, 1986, until May 15, 1986, plaintiff went to the station every day for two or three hours only. During this time the employees, whom the defendant VO had brought in, were hostile to plaintiff. They would let the plaintiff sit in the chair he had occupied and use the phone. But all would stare at the plaintiff and say nothing. If he spoke to them, they would either not reply or would say, "We are working now, don't bother us," or something similar, and turn away. They had been instructed to act as if plaintiff was not there.

124) On these days, the plaintiff saw others in the station, young ethnic Vietnamese who made no effort to do any work of the station. They just hung around. Several of these he recognized as having been among the "cowboys" who were in the restaurant occupying 4 or 5 tables back on the morning of April 28, when the

defendant THACH made a display of shaking hands with and greeting the "cowboys" and told the plaintiff how they could kill people. One of these "cowboys" the plaintiff recognized as having been in the restaurant that day he heard called by the name of Minh by some of the others. When plaintiff was in the station on one of these days, an older ethnic Vietnamese man whom he knew by sight came into the station to get some work done on his car and plaintiff asked him if he knew the one known as Minh, pointing out that "cowboy." The man told plaintiff that Minh was a very bad guy who had been a problem with a record at the police station who was known at the court house in Arlington.

125) On or about the 3rd or 4th of May, plaintiff was sent by his wife to shop at the Saigon Market. He had with him his son who was two and a half. As he left the market out the rear door and was

starting down the sidewalk holding his son's hand, his way was blocked by three young Vietnamese males about 25 to 29 years old. One of them said: "Are you Mr. Hoai, we want to talk to you right now." "Stand right there," he ordered, pointing to a spot on the sidewalk, "We want to talk to you." The plaintiff, holding on to his son's arm very strongly, went to the spot pointed out and stood there. All three stood very close to the plaintiff staring at him in an unfriendly stare. The one doing the talking asked the plaintiff roughly: "How come you lie to THANH (defendant VO's given name) and THACH ?" Plaintiff said: "Please let me tell to all of you that I confirm that I did not lie to them." (This was all in Vietnamese.) Another one of the three said: "You sell the station to them and now you say you did not sell the station to them and you try to interrupt them.

Why do you try to interrupt them ?" The plaintiff replied: "I did not interrupt them. You can ask any Vietnamese people in this area and see if I have done any of them wrong since I came to this country. I have not done wrong to anybody." One of the "cowboys" then said: "You signed a contract to sell the station to them. Now you say you will not sell the gas station to them." Plaintiff said: "It's true I signed the contract for one dollar but I did that because they asked me to do that to help them to borrow money from the bank or THANH's father. Why would I really sell the station for one dollar when I tried to buy it and couldn't in 1980 for one hundred and thirty-nine thousand dollars." After more conversation in this vein the leader, who plaintiff felt maybe believed him and not what he had heard from VO, even though the others wanted to hurt him, allowed him to leave, saying

that he would check the plaintiff's story with THANH, as he called the defendant VO. Plaintiff felt very lucky to have gotten away unharmed and very frightened.

126) On May 15th plaintiff went to the gas station about 10 AM. There he was confronted by the defendant VO as he entered the office. Plaintiff was standing in front of the desk. VO was standing behind the desk. VO said: "HOAI, there is nothing here for you, none of your business. Better for you to get out and away from here or somebody will get you out." Plaintiff said: "The gas station belongs to me. All property here belongs to me, not you." The defendant VO said: "Fuck," and walked out the door saying "You will see who belongs to who." Standing outside, the defendant VO said "If you want to see your family you will get out, away from here now, or your leg will be broken." The defendant VO got i

his van and drove off. There were no "cowboys" in the station at this time, but plaintiff believed that the defendant VO was going to get some and he was frightened and he got in his car and left.

127) Plaintiff went home for a while. After a while he went to see his wife at the Mekong Center food store. they did not know what to do. The next weeks they worked on trying to get the Mekong Center food store situation straightened out as alleged in the subsequent count, but the extortion of that business from them was completed on the 28th of May as alleged below.

128) Subsequently, the plaintiff learned that the defendant had robbed from him also, by fraud and false representation, the business and trade name which plaintiff had originated, the name of the defendant SUNTECH SUNOCO, INC., and that defendant VO had used all along the moneys

he obtained by the fraud and extortion from the plaintiff and his business to obtain by fraud and deceit occupancy and other business licenses to which the plaintiff was entitled and obtained them instead by these frauds and deceits in the name of himself, the defendant VO, as if he, the defendant VO, were the legitimate owner, all based on the documents that he obtained by fraud and extortion as set out herein.

130) Thereafter, the defendant VO did hold out to all and sundry, falsely and fraudulently, without revealing that he had in fact obtained his control of the station by fraud and extortion, that he, the defendant VO, was the owner of the gas station business and the lessee and franchisee of Sunoco and committed further fraud and extortion as set out in the following paragraphs and counts, completely depriving the plaintiff of his

gas station franchise and lease despite the best efforts of plaintiff to rectify the station, get his station back and mitigate the damages to plaintiff and his business. VO was joined and reinforced in these representations by the defendants THACH, ARIF, MINH and LUU.

131) During the time that he exercised control of the gas station business, from mid-April when he and the defendant THACH first made extortionate threats of violence against the plaintiff and his family on, the defendant VO, who was not properly qualified and trained, whether by formal training or experience or otherwise, to run a gas station, and who was a violent and irresponsible and reckless person in any case, made a mess of the gas station, kept no proper records, did not obtain all the necessary licenses, even fraudulently, did not have proper bonding and insurance, failed to

keep proper payroll and other business records, violated the terms of the lease and franchise agreements with Sunoco which he had appropriated from the plaintiff, engaged in, and allowed others to engage in, improprieties with the help, "joyrode" a customers car that was in for repair, leading to an accident, and otherwise destroyed and damaged the gas station business, franchise, lease and dealership of the plaintiff beyond repair, doing much damage to the business and business reputation of the plaintiff because of plaintiff's being the actual franchisee and lessee.

132) This was not the first time that the defendant VO had engaged in such a scheme or pattern of racketeering activity consisting of fraud and extortion. After the acts of fraud and extortion recounted herein had been committed by the defendants and had resulted in plaintiff

losing his gas station business and in that business being severely damaged and his reputation being damaged, the plaintiff called a man whose hot dog van he had once repaired when he ran the body repair shop on Capitol Hill described above. This man's name is Mr. Hy and he also is an ethnic Vietnamese. When the plaintiff contacted Mr. Hy, Mr. Hy told the plaintiff of the attempts by the defendant VO, using the cowboys, to take from them their hot dog vending business and control by fraud and threats of force and violence the best locations for hot dog and refreshment vending in the District of Columbia such as at the Air and Space Museum on the mall. In this scheme of fraud and extortion there were fraudulent representations of defendant VO's being a public official known as the "liason" with the D.C. police in charge of assigning vendor locations for the D.C.

government, a representation as fraudulent as, and remarkably similar to the representation in this instance that the defendant THACH was the owner and president of the McLean Bank. There were death threats sent through the mail. There was both actual collusion with at least one police officer, and fraudulent representations of collusion with and control over others. In essence it was the same combination of fraud using the telephone and sometimes using the mail with extortion that is seen in the present instance.

133) On May 27 and 28, the defendants MINH, LUU and THACH, along with the defendant "cowboys", by a similar process of fraud and extortion to culminate the pattern of such activity alleged above, took from the plaintiff and his wife the control of the Mekong Center food store and cut off plaintiff from retrieving any

of what he and his wife had invested in that business.

134) There were additional acts in the pattern of racketeering activity of these and the other defendants involving one or more of mail or wire fraud, extortion, extortionate credit transactions, interfering with commerce, or bribery.

135) All of the above acts of fraud and those set out or summarized in this count or the attached affidavit relied upon or incidentally used wire fraud as described in 18 U.S.C. 1343 and referred to in 18 U.S.C. 1961, or, in a few instances, mail fraud.

136) All of the above acts of fraud and extortion and others summarized or incorporated herein constituted interference with interstate commerce as described in 18 U.S.C. 1951 and referred to in 18 U.S.C. 1961.

137) The taking of the gas station lease

and franchise from the plaintiff by fraud and extortion as set out herein was set up and enabled by the extortionate credit transaction of defendants VO and THACH in which they intended from the outset to take back, within a year, a gas station lease and franchise worth in excess of one hundred and seventy-five thousand dollars ($175,000.) for loan funds which they put up between them of approximately ten thousand dollars ($10,000.), if that much. The thirty-five thousand dollar figure which the defendant VO represented that he was going to lend was a fraud and a deception. The defendant VO never put up any money of his own and the money put up for him in this scheme of fraud and extortion by the defendant THACH never amounted to more than the ten thousand dollars ($10,000.) put up on March 21, 1986, at the meeting with Ernie Peele in the form of cashier's checks plus whatever

money he put up to cover the dishonored check to Sunoco after plaintiff was notified on April 24 that the check for the gasoline had been dishonored. The supposed loan of fifteen thousand dollars ($15,000.) given fraudulently and extortionately for the thirty thousand dollar ($30,000.) note was a fraud and a deception in which no real benefit was allowed to plaintiff by defendants even though, constructively, he was entitled to the benefit of it in the form of the major part of the purchase price payment to defendants MINH and LUU for the Mekong Center food store business. Therefore, this was an extortionate credit transaction collected by extortionate means under the descriptions set out in 18 U.S.C. 891 and 892 as referred to in 18 U.S.C. 1961.

138) Similarly the "loan" from defendant VO (really VO and THACH) to enable

plaintiff supposedly to pay defendants MINH and LUU the fifteen thousand dollars ($15,000.) toward the twenty thousand dollars ($20,000.) purchase price of the Mekong Center food store business (Plaintiff and his wife had access to, and intended to supply the other five thousand dollars ($5,000.) of the purchase price in exchange for the lease as is more fully set out in the subsequent count.) was, in addition to fraud as set out above, an extortionate credit transaction and was collected by extortionate means in that it was intended from the outset that the defendants MINH, LUU, THACH and VO get back between them, as set out above, a business worth more than twice the money supposedly "loaned," inventory of the food store worth more than twice as much and a note they intended to enforce for twice the money of the "loan," all within a few months. The relation of this fraud,

extortion and extortionate credit transaction concerning the Mekong Center food store to the fraud and extortion of the gas station business was to deprive the plaintiff and his wife of their capital with which they otherwise could have sought to stop the fraud and extortion that deprived plaintiff of the gas station lease and franchise.

139) All of the allegations set out in this Count and including those incorporated by reference from the prior counts set out a pattern of racketeering activity as that term is used in 18 U.S.C. 1961, et seq., and form the basis of the specific counts seeking damages for the two separate portions of that pattern of racketeering activity as it culminated in the illegal fraud and extortion of the two businesses referred to herein from the plaintiff.

140) Plaintiff and Ernie Peele on behalf

of SUNOCO agreed that they would meet at the gas station on June 5, 1986, at 10 AM. Ernie Peele agreed that it was the plaintiff's station and that he and the plaintiff together would tell the defendant VO to get out of the station. Plaintiff said his lawyer would come with him which Ernie Peele agreed was a good idea. Plaintiff took with him to the meeting as his lawyer, defendant MY LINH SOLAND, whom he had retained to be his attorney on May 28, 1986, after he and his wife were locked out and extorted out of the Mekong Center food store business.

141) At approximately 9:55 AM on June 5, 1986, plaintiff and the defendant MY LINH SOLAND, met at the gas station. Defendant VO was there at the time. Ernie Peele arrived about five minutes after 10 AM. Ernie Peele, the plaintiff and defendant MY LINH SOLAND walked into the station office. Immediately the defendant VO

addressed the defendant SOLAND in Vietnamese, attempting to interfere with the attorney-client relationship between plaintiff and his attorney by reproaching the defendant SOLAND for being the plaintiff's attorney and asking her to be his, VO's attorney, as well as telling an obvious lie that he had given the plaintiff his wife to sleep with and what else did he have to do in order to get the station from plaintiff. Defendant SOLAND turned on plaintiff and asked him to justify this falsehood rather than defend her client against such a tactic. This is a mild example out of many of how the dual agency of this defendant continually prevented her from representing the plaintiff's interests effectively.

142) After further conversation and on advice of defendant SOLAND, who told plaintiff he would be killed if he stayed in the station, and despite orders of the

Sunoco area representative, Ernie Peele, that he stay, plaintiff then left the station.

143) As he left the station in the car of defendant SOLAND, as she requested, defendant SOLAND's conflicting clients (The dual representation was not known to the plaintiff at the time.) the defendants MINH and LUU, were in the station with defendants VO and THACH, all of them talking, as plaintiff could see through the glass, to Ernie Peele. With plaintiff waiting and isolated in her car, defendant SOLAND returned to the station.

144) Defendant SOLAND took part in this conversation, which plaintiff could see through the glass but not hear, for some time. Later plaintiff learned that the conversation consisted of lies told about him by defendants VO, THACH, MINH and LUU to Ernie Peele, which defendant SOLAND did not refute.

(b) MY LINH SOLAND

145) The other defendants couldn't have completed the fraud and extortion of the station without the wire fraud and aid of defendant MY LINH SOLAND on this occasion and subsequently.

146) Plaintiff first called defendant MY LINH SOLAND on the morning of May 28, 1986, after he and his wife had been locked out of their Mekong Center food business the evening before and the defendants MINH, LUU and THACH, assisted by "cowboys" and a fraudulent use of the police similar to that attempted in the gas station on the above occasion, had defrauded and extorted him and his wife of his Mekong Center food store business.

147) Defendant SOLAND associated in law practice with attorney Herman W. Lutz, whose offices are at 109 S. Fairfax Street, Alexandria, Virginia. She held herself out to the plaintiff and his wife

as being free to represent them in the matter of their problems with the defendants MINH and LUU, VO and THACH in connection with the fraud and extortion of the Mekong Center food store business and in the matter of THACH and VO's defrauding and extortion of the Sunoco lease and franchise which illegal acts were aided and abetted by MINH and LUU in their actions on June 5, 1986, and on other occasions, as aforesaid.

148) While defendant SOLAND was so holding herself out, and unbeknownst to plaintiff, she was, with attorney Lutz, on whose letterhead she appeared, representing defendants MINH and LUU. She never revealed this to plaintiff. He later found out about it from someone else and went to the Fairfax Courthouse and saw Lutz and Soland representing MINH and LUU on August 18, 1986.

149) When plaintiff called defendant

SOLAND on the morning of May 28th he called her at the Lutz offices. The bulk of plaintiff's subsequent negotiations with defendant SOLAND, and her misrepresentations to him that he relied upon to his harm, not knowing of her dual agency, were over the telephone.

150) From May 29 until June 11, the plaintiff kept asking the defendant SOLAND, calling her at her office every day, what she was going to do. She told the plaintiff that she was his lawyer and it wouldn't even require court action for her to get the defendants MINH and LUU to return the food store. She used a Vietnamese expression, she would "tear MINH's face off." This was a fraud and a deceit. SOLAND and Lutz were representing defendant MINH and/or defendant LUU during this period.

151) At the June 5 meeting at the gas station the defendant SOLAND told

plaintiff that she would go into the court the next day and get the defendants VO and THACH thrown out of the gas station "by the law," or in any case, no later than Monday, that she was a member of bar in the District of Columbia as well as Virginia and even in Maryland, that she was a very strong lawyer and the defendants VO and THACH could not escape her, and so on.

152) This was all a fraud and a deceit, misrepresentations designed to induce the plaintiff to rely upon them to his detriment, which he did. Defendant SOLAND was trying to further prevent plaintiff from obtaining effective relief, not help him as his attorney. She was not a member of the D.C. Bar and had no intention of going into court in D.C. and getting any injunction, order or other judicial relief as she represented. Threatening to not represent him unless he disobeyed Ernie

Peele's requests and instruction was advice designed not to help him save the station but to lose it to these defendants who were there, the entity including her clients, MINH and LUU.

153) Later that day plaintiff and his wife gave her a check for five hundred dollars ($500.) for each case as an initial retainer, or a total of one thousand dollars ($1,000.) At that time the defendant SOLAND had drawn up a form retainer agreement for the work on the gas station problem and another one for the work on the food store. In them the defendant SOLAND undertook to represent the plaintiff with regard to the two problems as separate undertakings, each at one hundred dollars ($100.) per hour. Plaintiff and his wife signed the agreements.

154) This was a fraud by defendant SOLAND. It was on the phone that she was

retained and the written contracts and payments confirmed the agreements reached over the phone. She knew in undertaking to represent plaintiff and his wife that she and/or Lutz with whom she was in partnership, represented the defendants MINH and LUU whose interests were diametrically opposed to those of plaintiff in these matters and misrepresented that she could represent plaintiff in order to induce him to rely upon her to his harm and detriment, which he did.

(c) Foundation For the Calculation of Damages Occasioned by the Pattern of Racketeering Activity, Including Profits Calculable With a Reasonable Certainty

__155) Plaintiff had run several gas stations in his career and had shown an ability, often under difficult conditions, to run them profitably and well, though, since he had run only small stations previously, the profits were not large and most of his income came from salary in the

closely held, family business.

156) In his prior work as a supervisor for the defendant SUNOCO, the plaintiff had gained a knowledge of marketing and strategy, pricing strategy, and of the varying station locations and their worth in the Washington D.C. area.

157) The success of the plaintiff in running his prior stations under the market and operating conditions he ran them under, the success of plaintiff in raising the volume of the Pennsylvania Avenue station in the few short weeks he was able to run it, even with the defendant VO improperly controlling the checking account and interfering in the hiring of the help and other crucial decisions, the traffic volume and this location, prior bargaining over this same franchise and location, the historic gallonage and sales figures, those achieved within the few months of

operation and those agreed upon between plaintiff and Sunoco, and many other factors, indicate that the worth of the gas station franchise and lease, which was destroyed by the pattern of racketeering activity, in terms of its market value, was in excess of one hundred and seventy-five thousand dollars ($175,000.), without regard for damage to the business under plaintiff's continuing operation and to the business reputation generally of the plaintiff and without regard to pain, suffering and mental distress inflicted upon the plaintiff and the members of his family by the threats of death and bodily harm.

158) Throughout the scheme and pattern of racketeering activity set out above, the defendants VO and THACH and ARIF in particular, in connection with their fraud and the fraudulent representations which were essential to and connected with that

fraud, such as that defendant THACH was a banker, that defendant THACH was "the" owner and president of the McLean Bank, that the defendants VO had a large construction business, that the defendant THACH had a large construction business, that defendant ARIF had negotiated on behalf of the defendants THACH and VO and had drafted for them a legitimate contract, free of extortion and fraud, which the plaintiff had then dishonored, and so forth.

159) In addition, defendants VO, THACH and ARIF engaged in acts and representations, many of which are set out in the allegations above or in the attached affidavit, deliberately designed to damage plaintiff's business and business reputation with the Sunoco. This included such things as the imposition of the parking and business of the hot dog trailer upon the plaintiff against his

will, the manipulating of the gas station bank account to cause the check for the initial gasoline delivery to be dishonored, the interference with the U.S. mail to prevent the plaintiff from receiving the registered or certified letter from Sunoco, false representations about plaintiff's business habits and abilities, his absenteeism, to Sunoco, members of the Vietnamese community, to business associates such as the plaintiff's longtime insurance man, and many other such things. The allegations above about the three "cowboys" who confronted plaintiff and threatened him with bodily harm is one example. Another is what was said at the June 5, 1986 meeting at the station referred to above. There are many others.

160) For example, at the meeting on June 5 referred to, defendant THACH, supported by VO, told the outrageous lie to Ernie

Peele that the plaintiff had stolen one hundred thousand dollars ($100,000.) from the sister of THACH, a fabrication for which there is no support whatsoever. Another example is in connection with recordkeeping. Defendants THACH and VO operated out of a briefcase, literally, and kept no records or records of such a primitive nature in this and any other of their "scams" or enterprises that they can be said to ignore the ordinary prudent requirements of business recordkeeping in all that they do. Yet throughout this pattern of racketeering activity and up to this day, they attempt to cover this up by accusing plaintiff with groundless accusations of theft or destruction of records.

161) The defendant SOLAND, as we have seen from the behavior exhibited in connection with the outrageous lie of the defendant VO about his having given

plaintiff his wife to sleep with, though ostensibly representing plaintiff, went along with and gave credence to many of these misrepresentations and falsehoods.

162) The defendants MINH and LUU joined in and supported these lies to damage the plaintiff's business and business reputation and good will in connection with the gas station fraud and extortion on June 5, 1986, defrauded and extorted the food store business and its inventory whereby plaintiff was defrauded and extorted of his capital for the gas station business.

163) The defendant ARIF participated in this campaign of lies and slander to damage the business and the business reputation of the plaintiff in connection with his fraudulent representation of defendant THACH as a "banker" which was central to the scheme of fraud and extortion. This was in addition to his

central participation in the acts of fraud and extortion themselves. Later, on July 14, defendant ARIF was specifically put on notice by defendant SOLAND that defendants VO and THACH were threatening to kill the plaintiff and yet ARIF continued to lie and cover up his knowledge of the fraud and extortion.

(d) Allegations of Specfic Violations of RICO

164) All of these defendants, in carrying out the acts alleged under the fact conditions alleged herein (including the incorporated, attached affidavit) did receive income from the pattern of racketeering activity they engaged in before defrauding and extorting plaintiff of his two business and from the pattern of racketeering activity which they used to so defraud and extort plaintiff of his businesses. All participated in these patterns of racketeering activity as principals within the meaning of section

2, title 18, United States Code and used, or invested, directly or indirectly, a part of such income, or the proceeds thereof, in the acquisition, operation and/or establishment of these business interests which belonged to the plaintiff which affect, or activities of which, affect interstate or foreign commerce. This violated 18 U.S.C. 1962 (a).

165) The defendants, through a pattern of racketeering activity acquired or maintained, directly or indirectly, an interest in or control of the two aforesaid enterprises of the plaintiff, but particularly the said Sunoco lease and franchise, which enterprises affect or are engaged in interstate or foreign commerce in violation of 18 U.S.C. 1962 (b).

166) The defendants named herein are all employed by or associated with the fledgling organized criminal enterprise they have formed among themselves in the

process of carrying out a pattern of racketeering activity against plaintiff and others. This enterprise has no name yet, such as that of the defendant "cowboys" themselves, whom the other defendants wish to be, and the defendant "cowboys" wish to be, the "street muscle" of this fledgling entity. All the defendants have participated in the affairs of this fledgling entity to the harm of plaintiff in violation of 18 U.S.C. 1962 (c).

167) Defendants ARIF and SOLAND aided and/or abetted, counselled, or induced this pattern of racketeering activity involving a scheme of fraud and extortion and/or its constituent acts or some of them all in violation of 18 U.S.C. 1962 (a)(b) and (c) as set out above and have done so as principals within the meaning of section 2, title 18, of the United States Code.

168) All of these defendants or some of them, from time to time as set out specifically above or as alleged generally herein did conspire together to defraud of and extort from the plaintiff his gas station business in violation of 18 U.S.C. 1962 (d).

169) Subsequently, in the last part of August and continuing through September and October, defendants VO, THACH and ARIF, at a time when plaintiff was taking action to recover his business, did commit further acts of fraud using the telephone and the mails to aid, abet, counsel, command and procure this pattern and scheme of racketeering activity, including the filing of sham pleadings, and the spreading of lies constituting slander which further increased the damages to plaintiff.

170) The plaintiff, his wife, his mother-in-law, and his four small children

suffered great mental anguish, pain and suffering and emotional and mental distress because of the slanders and lies, the tormenting cruel "mind games" used to deceive him and his wife and destroy his businesses and business reputation, and from the constant threats of physical violence, alternated with promises to rectify the illegal acts, all of which were fraudulent, and the threats of bodily harm and death, and the false allegations of control of the authorities and powerful institutions affecting his businesses and business life, which he would otherwise expect to turn to, such as the McLean Bank, Sunoco, the D.C. Government agencies, the police, his insurance agent, and others.

171) As part of the pattern of racketeering activity defendants VO, THACH and ARIF, aided, abetted and counselled by defendants MINH and LUU, robbed the